

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER WK4RV66303MW01		PAGE 1 OF 66	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W912PG-07-T-0049	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME VINCE READ				b. TELEPHONE NUMBER (No Collect Calls) 0931 2970 224	
9. ISSUED BY RCO FRANCONIA WARNER BARRACKS, BLDG 7108 WEISSENBURGSTRASSE 10 BAMBERG 96052 TEL: FAX:		CODE W912PG		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	
						12. DISCOUNT TERMS	
						13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>	
						13b. RATING	
15. DELIVER TO DPW, USAG SCHWEINFURT, O & M DIVISION BUILDING & GROUNDS BRANCH GEBAEUDE 252 FRANZ-SCHUBERT-STRASSE 3 97421 SCHWEINFURT TEL: FAX:		CODE WK4RV6		16. ADMINISTERED BY CODE			
17a. CONTRACTOR/OFFEROR		CODE		18a. PAYMENT WILL BE MADE BY			
TEL.		FACILITY CODE		CODE			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. <input checked="" type="checkbox"/>					29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:		
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)			
				TEL: EMAIL:			

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 66	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____					
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR		36. PAYMENT
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY <i>(Print)</i>		
			42b. RECEIVED AT <i>(Location)</i>		
			42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS	

Section SF 1449 - CONTINUATION SHEET

GENERAL INFORMATION

Performance of Grounds Maintenance Services at Leighton Barracks, US Army Hospital, and Skyline Housing , in Wuerzburg .

Services shall be performed in accordance with the Performance Work Statement (PWS) in Attachment I, Rate of Work in Attachment II, Performance Requirement Summary (PRS) in Attachment III, and Technical Exhibits 1 through 4.

Performance Period: On/around 15 April 2007 through On/around 14 April 2008
(CLINS 0001 through 0007AK)

Point of contact: Mr. Bernhard Morber – Telephone: 09721-96-6451.

Type of contract:

- a. The resulting contract will be a Firm Fixed Price contract with an Indefinite Delivery Type (IDT) – Requirements portion.
- b. CLINS 0001AA, 0001AB, 0001AC, 0001AD, 0002AA, 0002AB, 0003AA, 0003AB, 0004AA, 0004AB, 0005AA, and 0005AB, represent the Firm Fixed Price portion of the contract.
- c. CLINS 0006, 0007AA, 0007AB, 0007AC, 0007AD, 0007AE, 0007AF, 0007AG, 0007AH, 0007AJ, and 0007AK, represent the IDT Requirements portion of the contract.
- d. The following clauses apply only to the IDT – Requirements portion of the contract: FAR 52.216-18, FAR 52.216-19, and FAR 52.216-21.
- e. The quantities of the IDT – Requirements portion are only estimated and may not reach those given quantities. Payment for those items shall be made only for services actually ordered and performed.

Notice to offerors:

The contractor must provide proof of qualifications, as stated in the Performance Work Statement in Attachment I, paragraph 2, within five (5) working days after the contracting officer request.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Grass Cutting FFP Grass cutting (10 services per mowing season) to be performed in accordance with Part II paragraph 1 of Attachment 1 and Technical Exhibit 1. FOB: Destination PURCHASE REQUEST NUMBER: WK4RV66303MW01				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	OMA (flat areas) FFP Square meter per service: 123,300 FOB: Destination PURCHASE REQUEST NUMBER: WK4RV66303MW01	1,233,000	Square Meter		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB		382,000	Square Meter		
	OMA (slopes)				
	FFP				
	Square meter per service: 38,200				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: WK4RV66303MW01				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC		2,249,100	Square Meter		
	AFH (flat areas)				
	FFP				
	Square meter per service: 224,910				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: WK4RV66303MW01				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AD	AFH (slopes) FFP Square meter per service: 8,920 FOB: Destination PURCHASE REQUEST NUMBER: WK4RV66303MW01	89,200	Square Meter		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Leaf Removal FFP Leaf removal (3 services per year) to be performed in accordance with Part II paragraph 2 of Attachment 1 and Technical Exhibit 2. FOB: Destination PURCHASE REQUEST NUMBER: WK4RV66303MW01				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA		514,200	Square Meter		
	OMA				
	FFP				
	Square meter per service: 171,400				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: WK4RV66303MW01				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AB		67,500	Square Meter		
	AFH				
	FFP				
	Square meter per service: 22,500				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: WK4RV66303MW01				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Planting Area Maintenance FFP Planting area maintenance (3 services per year) to be performed in accordance with Part II paragraph 3 of Attachment 1 and Technical Exhibit 3. FOB: Destination PURCHASE REQUEST NUMBER: WK4RV66303MW01				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AA	OMA FFP Square meter per service: 9,150 FOB: Destination PURCHASE REQUEST NUMBER: WK4RV66303MW01	27,450	Square Meter		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AB		3,300	Square Meter		
	AFH				
	FFP				
	Square meter per service: 1,100				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: WK4RV66303MW01				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004					
	Trimming Shrubs				
	FFP				
	Shrubbery trimming (2 services per year) to be performed in accordance with Part II paragraph 4 of Attachment 1 and Technical Exhibit 4.				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: WK4RV66303MW01				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AA		29,600	Square Meter		
	OMA				
	FFP				
	Square meter per service: 14,800				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: WK4RV66303MW01				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AB		3,000	Square Meter		
	AFH				
	FFP				
	Square meter per service: 1,500				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: WK4RV66303MW01				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	Hedge Trimming FFP Hedge trimming (2 services per year) to be performed in accordance with Part II paragraph 5 of Attachment 1 and Technical Exhibit 4. FOB: Destination PURCHASE REQUEST NUMBER: WK4RV66303MW01				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AA	OMA FFP Linear meter per service: 3,310 FOB: Destination PURCHASE REQUEST NUMBER: WK4RV66303MW01	6,620	Linear Meter		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AB		1,240	Linear Meter		
	AFH				
	FFP				
	Linear meter per service: 620				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: WK4RV66303MW01				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006		500	Square Meter		
	Erosion Damage Repair				
	FFP				
	Erosion damages repair to be performed in accordance with Part II paragraph 6 of Attachment 1.				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: WK4RV66303MW01				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	Tree Maintenance FFP Tree maintenance services FOB: Destination PURCHASE REQUEST NUMBER: WK4RV66303MW01				
					<hr/>
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007AA	Young Tree FFP Young tree maintenance to be performed in accordance with Part II paragraph 7 of Attachment 1. FOB: Destination PURCHASE REQUEST NUMBER: WK4RV66303MW01	150	Each		
					<hr/>
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007AB	Tree Trimming FFP Tree trimming to eliminate obstructions to be performed in accordance with Part II paragraph 8 of Attachment 1. FOB: Destination PURCHASE REQUEST NUMBER: WK4RV66303MW01	25	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007AC	Removal Branches FFP Removal of dead tree branches to be performed in accordance with Part II paragraph 9 of Attachment 1. FOB: Destination PURCHASE REQUEST NUMBER: WK4RV66303MW01	50	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007AD	Treetop Maintenance FFP Treetop maintenance to be performed in accordance with Part II paragraph 10 of Attachment 1. FOB: Destination PURCHASE REQUEST NUMBER: WK4RV66303MW01	50	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007AE	Treetop Thinning FFP Treetop thinning to be performed in accordance with Part II paragraph 11 of Attachment 1. FOB: Destination PURCHASE REQUEST NUMBER: WK4RV66303MW01	20	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007AF	Treetop Reduction FFP Treetop reduction to be performed in accordance with Part II paragraph 12 of Attachment 1. FOB: Destination PURCHASE REQUEST NUMBER: WK4RV66303MW01	20	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007AG	Tree Cutting FFP Tree cutting including tree stump removal to be performed in accordance with Part II paragraph 13 of Attachment 1. Tree trunk diameter up to 60 cm. FOB: Destination PURCHASE REQUEST NUMBER: WK4RV66303MW01	5	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007AH	Tree Cutting FFP Tree cutting including tree stump removal to be performed in accordance with Part II paragraph 13 of Attachment 1. Tree trunk diameter above 60 cm. FOB: Destination PURCHASE REQUEST NUMBER: WK4RV66303MW01	2	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007AJ	Tree Stump FFP Tree stump removal to be performed in accordance with Part II paragraph 14 of Attachment 1. Tree trunk diameter up to 60 cm. FOB: Destination PURCHASE REQUEST NUMBER: WK4RV66303MW01	10	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007AK	Tree Stump FFP Tree stump removal to be performed in accordance with Part II paragraph 14 of Attachment 1. Tree trunk diameter above 60 cm. FOB: Destination PURCHASE REQUEST NUMBER: WK4RV66303MW01	5	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
7500	Contractor Manpower Reporting FFP Expenses to set up and report in accordance with paragraph 15. of the Performance Work Statement shall be made part of the contract cost. This item is not separately priced (NSP) FOB: Destination PURCHASE REQUEST NUMBER: WK4RV66303MW01				

NET AMT

CLAUSES INCORPORATED BY REFERENCE

52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JAN 2005
52.212-4	Contract Terms and Conditions--Commercial Items	SEP 2005
52.225-5	Trade Agreements	APR 2006
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2006
52.225-14	Inconsistency Between English Version And Translation Of Contract	FEB 2000

52.229-6	Taxes--Foreign Fixed-Price Contracts	JUN 2003
52.232-17	Interest	JUN 1996
52.242-13	Bankruptcy	JUL 1995
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7042	Authorization to Perform	APR 2003
252.229-7000	Invoices Exclusive of Taxes or Duties	JUN 1997
252.229-7002	Customs Exemptions (Germany)	JUN 1997
252.233-7001	Choice of Law (Overseas)	JUN 1997

CLAUSES INCORPORATED BY FULL TEXT

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (JAN 2006)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(j) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers:

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an

offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<http://assist.daps.dla.mil>).

(ii) Quick Search (<http://assist.daps.dla.mil/quicksearch>).

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by--

(i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$25,000, and offers of \$25,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts

(see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

(k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers: Price.

Technical and past performance, when combined, are N/A.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by

either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of clause)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (MAR 2005) ALTERNATE I (APR 2002)

An offeror shall complete only paragraph (j) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (i) of this provision.

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other-----

(5) Common parent.

___ Offeror is not owned or controlled by a common parent;

___ Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, () is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).) The offeror represents as part of its offer that it () is, () is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

___ 50 or fewer ___ \$1 million or less

___ 51 - 100 ___ \$1,000,001 - \$2 million

___ 101 - 250 ___ \$2,000,001 - \$3.5 million

___ 251 - 500 ___ \$3,500,001 - \$5 million

___ 501 - 750 ___ \$5,000,001 - \$10 million

___ 751 - 1,000 ___ \$10,000,001 - \$17 million

___ Over 1,000 ___ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It () is, () is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It () has, () has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business

concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.)

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.) (The offeror shall check the category in which its ownership falls):

____ Black American.

____ Hispanic American.

____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

____ Individual/concern, other than one of the preceding.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It () has, () has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It () has, () has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act--Balance of Payments Program Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Balance of Payments Program--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms ``component," ``domestic end product," ``end product," ``foreign end product," and ``United States" are defined in the clause of this solicitation entitled ``Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No.:-----
Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)
(1) Buy American Act -- Free Trade Agreements -- Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are end products of Australia, Canada, Chile, Mexico, or Singapore or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

End Products of Australia, Canada, Chile, Mexico, or Singapore, or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled “Buy American Act—Free Trade

Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I (*Jan 2004*). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.:

[List as necessary]

(3) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II (*Jan 2004*). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act--Free Trade Agreements--Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled “Trade Agreements.”

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products

Line Item No.:	Country of Origin:

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product

Listed Countries of Origin

(2) Certification. (If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.)

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any

such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (j) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs ____

(Offeror to identify the applicable paragraphs at (b) through (i) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.)

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUN 2006)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

 X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

 (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (U.S.C. 657a).

 (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (U.S.C. 657a).

 (4) [Reserved]

 (5) (i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

- ___ (ii) Alternate I (OCT 1995) of 52.219-6.
- ___ (iii) Alternate II (MAR 2004) of 52.219-6.
- ___ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
- ___ (ii) Alternate I (OCT 1995) of 52.219-7.
- ___ (iii) Alternate II (MAR 2004) of 52.219-7.
- ___ (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).
- ___ (8)(i) 52.219-9, Small Business Subcontracting Plan (JUL 2005) (15 U.S.C. 637(d)(4)).
- ___ (ii) Alternate I (OCT 2001) of 52.219-9
- ___ (iii) Alternate II (OCT 2001) of 52.219-9.
- ___ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- ___ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEP 2005) (U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ___ (ii) Alternate I (JUNE 2003) of 52.219-23.
- ___ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004).
- ___ (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- ___ (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2006) (E.O. 13126).
- ___ (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- ___ (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- ___ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- ___ (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- ___ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- ___ (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

___ (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

___ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

___ (23) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

___ (24)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JUN 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).

___ (ii) Alternate I (JAN 2004) of 52.225-3.

___ (iii) Alternate II (JAN 2004) of 52.225-3.

___ (25) 52.225-5, Trade Agreements (JUN 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (26) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).

___ (27) [Reserved]

___ (28) [Reserved]

___ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (30) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (31) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

X (32) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

___ (33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

___ (34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

___ (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

___ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

___ (1) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005) (41 U.S.C. 351, et seq.).

___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (FEB 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (5) 52.222-47 [Removed and Reserved]

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of Firm Fixed Price contract with a Delivery Type – fixed unit price Requirements portion resulting from this solicitation.

(End of clause)

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from contract start date through contract expiration.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than Euro1,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of Euro12,500.00;

(2) Any order for a combination of items in excess of Euro24,000.00; or

(3) A series of orders from the same ordering office within 30 calendar days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the

Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within five days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-21 REQUIREMENTS (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after expiration of the delivery order which may be issued until contract expiration.

(End of clause)

52.225-17 EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000)

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using the official U.S. Government Finance and Accounting Office Disbursing Rate in effect as follows:

(a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.

(b) For acquisitions conducted using negotiation procedures--

(1) On the date specified for receipt of offers, if award is based on initial offers; otherwise

(2) On the date specified for receipt of proposal revisions.

(End of provision)

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond 30 September 2007. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond 30 September 2007, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the Regional Contracting Office, shown in the "issued-by" block of this document.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

<http://farsite.hill.af.mil>

<http://farsite.hill.af.mil/VFDFARA.HTM>

(End of clause)

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (SEP 2004)

(a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries subject to this provision include: Cuba, Iran, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

- (1) Identification of each government holding a significant interest; and
- (2) A description of the significant interest held by each government.

(End of provision)

252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS- COMMERCIAL ITEMS. (JUN 2005)

(a) Definitions.

As used in this clause-

- (1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).
- (2) United States means the 50 States, the District of Columbia, outlying areas, and the outer Continental Shelf as defined in 43 U.S.C. 1331.
- (3) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it -

- (1) Does not comply with the Secondary Arab Boycott of Israel; and
- (2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

- (1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation.

The Offeror represents that it-

___ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

___ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea Clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JUN 2006)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

☒ 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

___ 252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

___ 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

___ 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

___ 252.225-7001 Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582).

☒ 252.225-7012 Preference for Certain Domestic Commodities (JUN 2004) (10 U.S.C. 2533a).

___ 252.225-7014 Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).

___ 252.225-7015 Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

___ 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).

___ 252.225-7021 Trade Agreements (JUN 2006) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

___ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

____ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

____ 252.225-7036 Buy American Act--Free Trade Agreements--Balance of Payments Program (JUN 2006) (-----
- Alternate I) (JAN 2005) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

____ 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).

____ 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).

____ 252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

____ 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

____ 252.232-7003 Electronic Submission of Payment Requests (MAY 2006) (10 U.S.C. 2227).

____ 252.237-7019 Training for Contractor Personnel Interacting with Detainees (SEP 2005) (Section 1092 of Pub. L. 108-375).

X 252.243-7002 Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

X 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (____ Alternate I) (MAR 2000)
(____ Alternate II) (MAR 2000) (____ Alternate III (May 2002).

X 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7012 Preference for Certain Domestic Commodities.

(End of clause)

252.225-7041 CORRESPONDENCE IN ENGLISH (JUNE 1997)

The Contractor shall ensure that all contract correspondence that is addressed to the United States Government is submitted in English or with an English translation.

(End of clause)

252.229-7001 TAX RELIEF (JUNE 1997) - ALTERNATE I (JUNE 1997)

(a) Prices set forth in this contract are exclusive of all taxes and duties from which the United States Government is exempt by virtue of tax agreements between the United States Government and the Contractor's government. The following taxes or duties have been excluded from the contract price:

NAME OF TAX: _____ MWST _____ RATE (PERCENTAGE): _____
(Offeror Insert) (Offeror Insert)

(b) The Contractor's invoice shall list separately the gross price, amount of tax deducted, and net price charged.

(c) When items manufactured to United States Government specifications are being acquired, the Contractor shall identify the materials or components intended to be imported in order to ensure that relief from import duties is obtained. If the Contractor intends to use imported products from inventories on hand, the price of which includes a factor for import duties, the Contractor shall ensure the United States Government's exemption from these taxes. The Contractor may obtain a refund of the import duties from its government or request the duty-free import of an amount of supplies or components corresponding to that used from inventory for this contract.

(d) Tax relief will be claimed in Germany pursuant to the provisions of the Agreement Between the United States of America and Germany Concerning Tax Relief to be Accorded by Germany to United States Expenditures in the Interest of Common Defense. The Contractor shall use Abwicklungsschein fuer abgabenbeguenstigte Lieferungen/Leistungen nach dem Offshore Steuerabkommen (Performance Certificate for Tax-Free Deliveries/Performance according to the Offshore Tax Relief Agreement) or other documentary evidence acceptable to the German tax authorities. All purchases made and paid for on a tax-free basis during a 30-day period may be accumulated, totaled, and reported as tax-free.

(End of clause)

CCE 204-4000 U.S. AND HOST NATION HOLIDAYS (March 2005)

US Holidays Work Shall Not be performed on U.S. holidays occurring during the normal workweek unless otherwise directed by the contracting officer. When a U.S holiday occurs on a Saturday or a Sunday, the holiday is observed on the preceding Friday or following Monday, respectively.

Host Nation Holidays Work Shall Not be performed on local Host Nation* holidays occurring during the normal workweek unless otherwise directed by the contracting officer.

* Local host nation holidays occur in the region/state where contract performance takes place.

The U.S. holidays are:

New Year's Day	January 1 st
M L King Memorial Day	3d Monday in January
Presidents' Day	3d Monday in February
Memorial Day	last Monday in May
Labor Day	1st Monday in September
Columbus Day	2d Monday in October
Veterans' Day	November 11th
Thanksgiving Day	4th Thursday in November
Christmas Day	December 25th

The Belgium holidays are:

New Year's Day	01 January
Easter Monday	varies yearly
Labor Day	01 May

The Netherlands holidays are:

New Year's Day	01 January
Good Friday	Varies yearly
Easter Monday	Varies yearly
The Queen's Birthday	30 April
Ascension Day	Varies yearly
Whit-Monday	Varies yearly
Christmas Day	25 December
Boxing Day	26 December

Luxembourg holidays are:

New Year's Day	01 January
Carnival Monday	varies yearly
Easter Monday	varies yearly

Ascension Day	varies yearly	May Holiday	01 May
Bank Holiday	varies yearly	Ascension Day	varies yearly
Whit-Monday	varies yearly	Whit-Monday	varies yearly
National Independence Day	21 July	National Holiday	23 June
Assumption	15 August	Assumption	01 November
All Saints Day	01 November	All Souls' Day	02 November
Armistice Day	11 November	Christmas Day	25 December
Dynasty Day	varies yearly	Christmas Day	26 December
Christmas Day	25 December	Boxing Day	26 December

The German national and local holidays are:

New Years Day	01 January
Three King's Day (Only in Baden Wurttemberg and Bavaria)	06 January
Good Friday	Varies
Easter Monday	Varies
Labor Day	01 May
Ascension Day	Varies
Whit Monday	Varies
Corpus Christi (Only in Baden-Wurttemberg, Bavaria, Hessen, Nordrhein- Westphalia, Rhineland-Palatinate and Saarland)	Varies
Assumption Day (Only in Saarland and Roman Catholic areas of Bavaria)	15 August
Day of German Unity	03 October
All Saints' Day (Only in Baden-Wuerttemberg, Bavaria, North Rhine-Westphalia, Rhineland-Palatinate and Saarland)	01 November
1st Christmas	25 December
2nd Christmas Day	26 December

CCE 225-4000 AUTHORIZATION TO PERFORM SERVICES IN GERMANY (March 2005)

Contractors performing services in the Federal Republic of Germany (FRG) shall comply with German law. The Contractor shall determine whether performance requires registration with German authorities or authorization to do business in Germany and, if so, shall comply with all requirements. Whether or not registration or authorization to do business is required, the Contractor also shall determine what documents or authorization its employees and any subcontractor employees must possess to work in Germany. The Contractor shall ensure affirmatively that its employees and subcontractor employees possess such documents or authorizations.

Contractor employees who:

- (a) are not nationals of Germany or other European Union countries, and
- (b) are not members of the force, the civilian component or their dependents, and
- (c) do not have assimilated status under Articles 71, 72, or 73 of the Supplementary Agreement to the NATO SOFA shall possess work and residence permits.

By acceptance of and performance under this contract and any task orders or delivery orders issued hereunder, the Contractor affirms that it has complied with the requirements above.

Compliance with this clause and German law is a material contract requirement. Noncompliance by the Contractor or Subcontractor at any tier shall be grounds for issuing a negative past performance evaluation and terminating this contract, task order, or delivery order for default.

CCE 225-4001 INSTALLATION CLEARANCE REQUIREMENTS (March 2005)

(a) Access to U.S. installations and controlled areas is limited to personnel who meet security criteria and are authorized by Host Nation law to work in that country. Failure to submit required information/data and obtain required documentation or clearances in accordance with AE Regulation 190-16, Installation Access Control, will be grounds for denying access to U.S. installations and controlled areas. The Contractor is responsible to ensure that any Subcontractor used in performance of this contract complies with these requirements and that all employees, of both the Contractor and any Subcontractor utilized by the contractor, are made aware of and comply with these requirements.

(b) The Contractor is responsible for being aware of and complying with the requirements associated with Installation Access Control. The Government is not liable for any costs associated with performance delays due solely to a firm's failure to comply with Installation Access Control (IAC) processing requirements.

(c) The Contractor is responsible for returning installation passes to the issuing Installation Access Control Office (IACO) when the contract is completed or when a contractor employee no longer requires access.

(d) AE 190-16 (and AE 190-16-G German translation) can be found on the following website:
<http://www.hq.usacce.army.mil/>

(e) Below is the responsible Organizational Sponsor & Installation Access Control Office for this contract:

Organizational Sponsor: USAG Schweinfurt

Location: DPW – O & M Division

Building No: 251

DSN Phone No: 354-6451

Commercial Phone No: 09721-96-6451

Installation Access Control Office: USAG Schweinfurt

Location: DPW – Admin Office

Building No: 251

DSN Phone No: 354-6393

Commercial Phone No: 09721-96-6393

CCE 232-4001 FOREIGN VENDORS REQUESTING PAYMENT VIA ELECTRONIC FUNDS TRANSFER (March 2005)

Foreign vendors requesting payment via Electronic Funds Transfer (EFT) shall provide the following information on their invoice at time of invoice submission. Only one EFT instruction per invoice is authorized.

SWIFT CODE

BLZ or BANK ROUTING NUMBER

ACCOUNT NUMBER

BANK NAME

International Bank Account Number (IBAN) (If Applicable) ---

CCE 233-4000 INDEPENDENT PROTEST REVIEW OFFICIAL (March 2005)

Interested parties may file agency protests, in compliance with FAR 33.103(d), directly with the contracting officer or may request an independent review at a level above the contracting officer by the Independent Protest Review Official, U.S. Army Europe. Independent review is available as an alternative to consideration by the contracting officer of a protest or is available as an appeal of the contracting officer's decision on the protest.

Interested parties seeking review by the Independent Protest Review Official, should so state in the agency protest or appeal, and should file the protest/appeal with the contracting officer. In order to be considered, an appeal to the Independent Protest Review Official must be received by the contracting officer within 10 calendar days of the date on which the protester received the contracting officer's decision on the protest.

CCE 237-4000 CONTRACTOR IDENTIFICATION REQUIREMENT (March 2005)

All contractor personnel attending meetings, answering Government telephones, and working in other situations where their contractor status is not obvious are required to identify themselves as such to avoid being mistaken for Government officials. Contractors performing work at Government workplaces will provide their employees with an easily readable identification (ID) badge indicating the employee's name, the contractor's name, the functional area of assignment, and a recent color photograph of the employee. Contractors shall require their employees wear the ID badges visibly when performing work at Government workplaces. Contractor personnel must also ensure that all e-mails, documents or reports they produce are suitably marked as contractor products or that contractor participation is appropriately disclosed.

ADDENDA/INSTRUCTIONS/PWS

ADDENDUM to FAR 52.212-1:

Para (a) (on small business size and identification). This does not apply to this solicitation

Para (c) Period for Acceptance of Offers is changed to read: The offeror agrees to hold the prices in its offer firm for 90 calendar days from the date specified for receipt of offers.

Para (h) Multiple Award. This is amended as to state that only one (1) award will be made from this solicitation.

Para (i) Availability of Requirements document cited in the solicitation. This paragraph does not apply to this solicitation.

ADDENDUM to FAR 52.212-2:

ALL OR NONE AWARD: Only one contract will be awarded from this solicitation. Award will be on an "ALL OR NONE" basis. Offers for less than all of the solicited work will be rejected as nonconforming and unacceptable to the solicitation.

ADDENDUM to FAR 52.212-4:

Para (k) "Taxes" is replaced by DFAR 52.229-7000, entitled Invoices Exclusive of Taxes or Duties.

COMMENCEMENT OF WORK / TIME OF DELIVERY

The Contractor is required to commence work ordered under this contract within five working days after issuance of a Task Order. Performance periods will be established on each Task Order issued against this contract as outlined in Attachment II.

CONTRACTOR PAYMENT PROCEDURES

1. The contractor shall submit one (1) original invoice to the Contracting Officer's Representative (COR) at the following address, and is authorized payment upon submission of invoices:

USAG Schweinfurt
Directorate of Public Works, O&M Division, Geb. 252
Franz-Schuber-Strasse 3
97421 Schweinfurt

2. The COR will date and time stamp all invoices immediately upon receipt, verify and certify that supplies or services have been provided in accordance with the terms and conditions of this contract, and forward the certified invoice to:

(a) the appropriate disbursing finance office at:

Defense Finance And Accounting Service
Kleber Kaserne, Geb. 3200, ATTN: LW
Mannheimerstrasse 218 - 219
67657 Kaiserslautern

(b) the Contract Administration Office:

Department Of The Army
Regional Contracting Office Franconia
Weissenburgstrasse 10, Geb. 7108
96052 Bamberg

Commercial Telephone: 0951-300-9399

Military Telephone: 469-9399

3. If an invoice is incorrect or incomplete (for reasons other than assessment of liquidated damages), the COR will identify the defects in a letter and return the invoice to the contractor for correction within three (3) days after receipt. However, if the invoice is incorrect due to deficiencies in performance that cannot be rectified through coordination with the contractor, or are subject to assessment of liquidated damages, the COR will forward the invoice together with inspection findings relative to delayed, defective, or unacceptable work or contractor performance to the Contracting Officer for action.

TASK ORDER PROCEDURES

1. Contracting Officers assigned to RCO Franconia, or duly appointed Ordering Officers within the US Army Garrison of Franconia, Schweinfurt, Bamberg, Ansbach are authorized to issue Task Orders under this contract.
2. Above authorities are authorized to place oral calls under this contract; such calls must be confirmed in writing.
3. It is normal practice that confirming orders are picked up at least daily by contractor personnel. If not picked-up, they will be mailed. Written orders are considered "issued" for purposes of this contract, at the time the Government deposits the order in the mail.
4. All oral calls and confirming orders issued hereunder are subject to the terms and conditions of the contract. The contract shall control in the event of conflict with any oral calls or confirming orders.
5. In placing an oral call, the person authorized to place a call will provide the contractor with, (a) the Contract Number, (b) the Task Order number, (c) the Date Ordered, (d) the Line Item(s) being ordered, (e) Quantities to be ordered, (f) the Performance Period, (g) Location, and (h) the total amount of the order.

ATTACHMENT # I

PERFORMANCE WORK STATEMENT

PART I: GENERAL CONTRACT CONDITONS

1. GENERAL DESCRIPTION

This contract provides for grounds maintenance services at Leighton Barracks, US-Army Hospital, and Skyline Housing in Wuerzburg. The installations belong to the US Army Garrison Schweinfurt.

2. QUALIFICATIONS

The contractor shall be a competent gardening and landscaping firm with a grounds maintenance section. The contractor must be registered in his trade and must have employed at least one person with a gardener master craftsman's diploma. For grounds maintenance, the contractor shall assign a qualified and skilled foreman with full authority to act as the contractor's agent. For tree maintenance at least the foreman shall present a certificate of training as European Tree Worker or Fachagrarwirt fuer Baumpflege (tree maintenance expert) according to the Additional Technical Contract Terms and General Rules for Tree Maintenance ("ZTV-Baumpflege"). The contractor must provide proof of qualifications to the Contracting Officer prior contract award. The contractor shall designate the names of the foremen in writing to the COR.

3. CONTRACT MANAGER

The contractor shall appoint a contract manager and an alternate contract manager who shall be responsible for the entire contract management. The contractor shall designate the name of the contract manager and the name of the alternate contract manager, who shall act for the contract manager when he is absent, in writing to the COR. The contract manager and alternate contract manager shall have full authority to act on contract matters relating to the daily operation of the contract. The contract manager or alternate contract manager shall be available for the COR via telephone on workdays between 0730 and 1600 hours. The contract manager and alternate contract manager must be able to read, write, speak, and understand English.

4. DEFINITIONS

COR: Contracting Officer's Representative.

Remove as trash: The material becomes property of the contractor and shall be recycled or disposed of in compliance with German law at no additional cost to the US Government.

All kind of garbage:	Leaves, paper, cardboard boxes, stones, grass, weeds, fruits, wood, branches (including branches laying on the ground due to storm), rootstocks, tree-trunks, cans, bottles, glass, plastic, barbed wire, and so forth.
All kind of clippings:	Bushes, hedges, shrubbery, ground covering plants, grass clippings, branches, and so forth.
Surfaced areas:	Streets, pavement, curb stones, walkways, parking areas, turf brick stones, trash can areas and play fields surfaced with asphalt, concrete, interlocking stones, cobble stones, wood, and rubber.
Miscellaneous Items: and Objects	Trees, bushes, hedges, shrubbery, ground covering plants, signs, posts, light poles, planters, benches, tables, barbecue areas, concrete bollards, fences, gates, doors, playgrounds and playground equipment, garbage container, ash-cans, ashtrays, bicycle racks, stairs, moveable concrete elements, barbed wire, guard rails, barriers, wooden barricades, natural stone blocks, barrier cabling, bleachers, and so forth.

5. SCOPE OF WORK

The contractor shall provide all labor, equipment, tools, material, supervision and other items and services necessary to perform the work as defined in this Performance Work Statement. The contractor shall perform to the standards of this contract. The material and equipment furnished by the contractor shall be the suitable grade of their respective kind for the purpose intended. The areas to be maintained consist of many unequally large partial areas. Prior to submission of the offer, a site visit is recommended in order to gain detailed information regarding the general and local peculiarities that may have influence on cost and work performance.

6. WASTE DISPOSAL

The contractor shall clean the work site after completion of the daily work assignment. All kind of clippings and garbage accumulated during work performance shall be removed as trash.

7. WORK PERFORMANCE

The work shall be performed from Monday to Friday between 0700 and 1700 hours, except on German and American holidays. The work shall be coordinated with the COR. Water and electrical power will be made available to the contractor without charge. Water shall be taken from Leighton Barracks in coordination with the COR, a backstop-valve is required.

8. TREE MAINTENANCE

Tree maintenance shall be performed in accordance with the additional technical contract terms and general rules for tree maintenance (ZTV-Baumpflege). Pay special attention to the correct performance of cutting branches. The contractor must repair wheel tracks on grounds caused during work performance. The work shall be coordinated with the COR, the City of Wuerzburg, the Federal Forestry Office and the Federal Assets Office, Wuerzburg. The contractor shall provide a list of actually performed tree maintenance to the COR. The list shall contain information about tree location, tree number, tree species, and kind of performed measure. The data is required for the update of the US-Army tree inventory database.

9. DAMAGES/CLAIMS

The contractor shall assume full responsibility for any and all damages or claims, for injury to persons, their property and equipment, which results from the conduct on the part of the contractor or any of his personnel during service performance required under the terms of this contract.

10. MATERIAL, VEHICLES, EQUIPMENT

The contractor shall be responsible for maintenance and readiness of his vehicles and equipment. All vehicles and equipment shall, at minimum, comply with TUEV requirements and be in an operationally effective condition. The contractor shall be held responsible for any damages occurring to his vehicles and equipment during execution of work. Material, vehicles, and equipment shall be stored and respectively placed and secured in such a manner that will prevent damage by a third party or injury to a third party. The contractor shall be solely responsible for adherence to this provision. Material, vehicles, and equipment storage areas are not available on US premises.

11. QUANTITIES AND MEASUREMENTS

Given quantities and measurements are estimated and the contractor is solely responsible to verify these. Part of the performed services will be paid per measurement. The contractor shall measure the quantities and shall provide a verifiable measurement to the COR. The contractor shall report all material quantities to be delivered on delivery tickets.

12. APPLICABLE REGULATIONS

All services shall be accomplished in accordance with the latest issue of following regulations:

- Army Regulation 200-3.
- USAREUR Grounds Maintenance Standards.
- DIN 18034, Playgrounds and open areas for playing.
- DIN 18300, Soil work.
- DIN 18320, General technical specifications for construction works; landscaping works.
- DIN 18915, sheet 1, Landscaping, soil working for technical vegetation purposes, evaluation and grouping of soils.
- DIN 18915, sheet 2, Landscaping, soil working for technical vegetation purposes, soil improving substances, fertilizers.
- DIN 18915, sheet 3, Landscaping, soil working for technical vegetation purposes, soil working methods.
- DIN 18916, Landscaping, plants and planting; quality of plants and methods of planting.
- DIN 18917, Landscaping, turf, seed, sods, turf establishment.
- DIN 18919, Landscaping, maintenance of vegetation areas.
- DIN 18920, Landscaping, protection of trees, plantations and vegetation areas from construction measures.
- Additional technical contract terms and general rules for tree maintenance ("ZTV-Baumpflege").
- Safety precautions of the trade association.
- Fire prevention precautions.
- Legal environmental protection precautions.
- Energy conservation measures.
- Waste disposal law.
- Provisions for water protection zones.

13. KEY CONTROL

The contractor shall ensure that all keys issued to the contractor by the Government are not lost or misplaced and are not used by unauthorized persons. No keys issued to the contractor by the Government shall be duplicated. The contractor shall develop procedures for key control. Such procedures shall include turn-in of any issued keys by personnel who no longer require access to locked areas. The contractor shall immediately report any loss of keys to the COR. Except for master keys, if keys are lost or duplicated, the contractor shall bear the cost. If the Government replaces locks or makes additional keys, the contractor shall bear the cost. In the event a master key is lost or duplicated, the Government shall replace all locks and keys for that system and the contractor shall bear the cost. The contractor shall limit the use of Government issued keys by any persons other than contractor's employees. The contractor shall ensure that its employees do not open locked areas to permit entrance of persons other than the contractor's employees engaged in the performance of assigned work in those areas. All keys issued to the contractor by the Government shall be returned to the Government on the last day of work performance in the respective area.

PART II: DESCRIPTION OF SERVICES

1. GRASS CUTTING

Remove all kind of garbage from grass areas, walkways and pavement around buildings and remove as trash. Mow all kind of grass areas to a uniform height of 4 centimeters, however, during the dry period 6 centimeters high. Remove all vegetation within interlocking stone walkways in front of buildings, from pavement around buildings and along curbs of walkways, main and side roads including parking lots. Pick all grass clippings including blown-off material and all kind of garbage after completion of the daily work assignment and remove as trash. At fences mow grass on both sides including the space between terrain and lower edge of fence. Keep fences free of uncontrolled growth on both sides at a minimum width of 1 meter on each side of the fence and at a minimum height of 4 meters above the ground. Remove undesired existing bushes and undesired growth in mesh wire. Grass cutting in ditches, at slopes, adjacent to surfaced areas and around miscellaneous items and objects is included. Up to a minimum distance of 30 centimeter, the areas around trees, hedges, bushes and miscellaneous items and objects must be mowed with special equipment (no cutting blades) in order to avoid damages. After completion of mowing the grass height shall be uniform and 4 centimeter high, however, during the dry period 6 centimeter high. The grass areas, walkways, curbs and pavement around buildings are free of vegetation, grass clippings and all kind of garbage. Fences are free of undesired growth on both sides and mesh wire is free of undesired growth. Adjacent surfaced areas and transport ways are swept-clean.

2. LEAF REMOVAL

Remove leaves and all kind of garbage from grass areas, planting areas, hedges, shrubbery, playgrounds, barbecue areas and surfaced areas. Remove leaves at fences on both sides and from mesh wire. Grass cutting is included. Pick leaves, grass clippings and all kind of garbage after completion of the daily work assignment and remove as trash. After completion of leaves removal the grass areas, planting areas, hedges, shrubbery, playgrounds, barbecue areas and surfaced areas are free of leaves and all kind of garbage. At fences the leaves are removed on both sides and from mesh wire. The grass height is uniform and 4 centimeter high. Adjacent surfaced areas and transport ways are swept-clean.

3. PLANTING AREA MAINTENANCE

Maintain planting areas and root plates of young trees. Remove all weeds and all kind of garbage. Treat roots, existing bushes, flower-bulbs and clods with consideration. Remove permanent weeds and undesired growth with roots. Pick all weeds and all kind of garbage from planting areas and remove as trash. Maintain watering gutter and re-shape if required. Inspect and maintain existing anchorage and bands and remove when no longer required. Deliver and evenly spread bark chips on growth-free gaps within planting areas and on root plates of young trees. Minimum thickness of bark chip layer: 5 centimeter. Deliver material quality in accordance with "RAL" hallmark. Grain-size: 10 to 40 millimeter. Clean transport ways and adjacent surfaced areas. Consider characteristics of distinct stages of development, for example fertilize young plantings and sufficiently irrigate them during periods of drought. When pest infections such as louse, fungus, mildew, etc. occur, treat plants with biological pesticide. If necessary repeat treatments until plants are pest free. All used pesticides must be approved for application on public grounds. Qualified personnel shall apply the pesticides in accordance with the plant protection law and the application instructions. After completion of maintenance the planting areas are vital and of pleasant appearance. The planting areas are free of weeds, undesired growth, dead plants, dead branches, pest infections and all kind of garbage. Existing anchorage and bands are reconditioned or removed if no longer required. The growth-free gaps within the planting areas are covered with bark chips, the minimum thickness of the bark chips layer is 5 centimeter. Transport ways and adjacent surfaced areas are swept-clean.

4. SHRUBBERY TRIMMING

Prune and trim all kind of shrubbery (bushes, shrubs, ground cover, roses, and so forth) appropriate to the species so that the plants maintain their form and size. Depending on the development stage, the shrubbery shall be reduced, thinned out or completely cut back. Dig out permanent weeds with roots. Remove dead plants, cut out dead branches and wild shoots. Keep fences free of uncontrolled growth on both sides, minimum width 1 meter on each side of the fence, and at a minimum height of 4 meters above the ground. Remove undesired growth from mesh

wire. Inspect all shrubbery for clear space and other effects and requirements regarding the environment, and trim as required or even cut back completely when required. Take care that the visibility at pedestrian crosswalks, curves, intersections, traffic signs, and so forth is not obstructed. Hydrants must be accessible. Remove wild growth including roots. Keep adjacent surfaced areas free of overhanging growth. Cut ground cover along edges and also at the surface. Cut the grass between shrubberies to a uniform height of 4 centimeter. Pick all clippings and all kind of garbage and remove as trash. After completion of trimming, the shrubbery is cut appropriate to the species and is of pleasant appearance. The shrubbery is free of dead plants, dead branches and wild shoots. Fences are free of growth on both sides and mesh wire is free of undesired growth. The visibility at pedestrian crosswalks, curves, intersections, traffic signs and so forth is not obstructed. Hydrants, located within shrubbery, are accessible. Surfaced areas adjacent to shrubbery are free of overhanging branches. Grounds covering plants are not higher than 30 centimeter. The grass height between the shrubberies is uniform and 4 centimeter high. The shrubberies are free of clippings and all kind of garbage. Adjacent surfaced areas and transport ways are swept-clean.

5. HEDGE TRIMMING

Trim hedges on all sides and at the top to maintain their normal shape and size. The hedges shall be narrower at the top than at the base, so that they don't become leafless starting from the base due to lack of light. The hedge walls shall have an incline of approximately 5 to 10 percent. Only hedges with little light requirement (such as hornbeam) may have a vertical cutting profile. Remove wild growth including roots. Pick all clippings and all kind of garbage and remove as trash. After completion of trimming work the hedges are of pleasant appearance. The hedges are trimmed on all sides and at the top. The hedge walls have an incline of 5 to 10 percent. The hedges are free of wild growth, clippings and all kind of garbage. Adjacent surfaced areas and transport ways are swept-clean.

6. EROSION DAMAGE REPAIR

Repair erosion damage such as unauthorized footpaths, vehicle tracks, uneven grounds and so forth. Before new material is added, roughen the surface to be repaired so that an interlocking connection between the new material and the existing material is achieved. Deliver top soil, adjust soil to the area, level and prepare soil for seeding, and perform seeding. Use quality regeneration seed "Regelsaatgutmischung RSM 2.1. – Gebrauchsrasen – Standard". Seed quantity: 30 gram per square meter. Rake in grass seed and roll seed areas. Clean adjacent grounds, adjacent surfaced areas and transport ways. After work completion the erosion damages are corrected by filling of topsoil. The topsoil is adjusted to the area, even and seeded. Adjacent grounds, adjacent surfaced areas and transport ways are clean (surfaced areas swept-clean).

7. YOUNG TREE MAINTENANCE

Maintain young tree (high stem). Loosen soil around tree, diameter 1 meter. Remove weeds and all kind of garbage. Fertilize with tree fertilizer, 60 to 100 gram per centimeter of tree-trunk diameter. Nutrient ratio: 9 percent nitrogen, 5 percent phosphorus, 20 percent potash, and 4 percent magnesium. Provide and maintain watering gutter. Cover tree plate with bark chips, minimum thickness 10 centimeters. Remove wild shoots from tree trunk and tree roots. Perform young tree clipping. Trim or remove undesired young shoots especially forked branches. Support the leading shoot with a rod if necessary. Remove wild shoots and dead branches. Pick weeds, clippings and all kind of garbage and remove as trash. Perform tree injury repair as required. Repair or replace planting anchor, consisting of trestle stands, coconut rope, and wire cage for protection against animals or tree anchoring set consisting of ground anchor, wire rope, tension-screws, bark protection, and wire rope clips. Replace coconut rope by webbing. Replace wire cage by tree spiral. Remove entire planting anchor or tree anchoring set when no longer needed. After maintenance the tree plate is free of weeds and all kind of garbage. The watering gutter is in good order and the tree plate is covered with bark chips in a minimum layer of 10 centimeter. Tree trunk and tree roots are free of wild shoots and the tree top is free of undesired young shoots, wild shoots and dead branches. The planting anchor or tree anchoring set is in good order or removed when no longer required. Weeds, clippings and all kind of garbage are removed as trash.

8. TREE TRIMMING TO ELIMINATE OBSTRUCTIONS

Shorten or remove tree branches to eliminate any obstruction within the tree location. Shorten strong branches only if absolutely necessary and remove them only on a reasonable case-by-case basis. Remove wild shoots from tree

trunk and tree roots. Elevating platform (up to approximately 12 meter working height) and shredder is required for work performance. Shred twigs and branches and remove as trash. After work completion the clear space at walkways is 2.5 meter as a minimum, at streets and railroad tracks 5 meter as a minimum and at exterior lighting the cone of light is cut free. Tree trunk and tree roots are free of wild shoots. All clippings are removed. Working areas and transport ways are clean (surfaced areas swept-clean).

9. REMOVAL OF DEAD TREE BRANCHES

Remove dead and broken branches starting from branch diameter larger than 3 centimeter. Wound treatment material must not be used. Remove wild shoots from tree trunk and tree roots. Tree trimming to provide clear space is included. Elevating platform (up to approximately 30 meter working height) and shredder is required for work performance. Shred twigs and branches and remove as trash. After work completion the tree is free of dead branches, broken branches and tree trunk and tree roots are free of wild shoots. The tree location is without obstructions. All clippings are removed. Working areas and transport ways are clean (surfaced areas swept-clean).

10. TREETOP MAINTENANCE

Prevent undesirable development at the treetop (such as too long branches, formation of forked branches) by tree trimming, mainly within the area of thin branches up to a diameter of 5 centimeter. The treetop shall remain the natural shape and size. Remove dead, sick, dying, crossing, rubbing twigs and branches, branch stubs, and branches that are likely to fall down. Shorten overhanging branches. Remove wild shoots from tree trunk and tree roots. Inspect the tree for clear space and other effects and requirements regarding the tree environment, and trim the tree as required. Elevating platform (up to approximately 30 meter working height) and shredder is required for work performance. Shred twigs and branches and remove as trash. After work completion the treetop still has its natural shape and size. The tree is free of dead, sick, dying, crossing, rubbing twigs and branches, branch stubs, and branches that are likely to fall down. Overhanging branches are shortened; tree-trunk and tree roots are free of wild shoots. The clear space is unobjectionable. All clippings are removed. Working areas and transport ways are clean (surfaced areas swept-clean).

11. TREETOP THINNING

Perform treetop thinning for static reasons. The thinning measure shall be from 5 to 15 percent, depending on the extent of thin branches to be removed. Remove branches that are too dense and thin out surplus shoots whereby the treetop form shall remain the same. Treetop maintenance as specified in paragraph 10 is included. The species-typical form of the tree must not be altered. Elevating platform (up to approximately 30 meter working height) and shredder is required for work performance. Shred twigs and branches and remove as trash. After work completion the species-typical form of the tree is unaltered. Branches that were too dense and surplus shoots are thinned out whereby the treetop form is unchanged. The measures of treetop maintenance are performed. All clippings are removed. Working areas and transport ways are clean (surfaced areas swept-clean).

12. TREETOP REDUCTION

Shorten entire treetop in height and side expansion according to safety requirements and tree environment. The remaining treetop shall maintain a species-typical form or eventually grow back to it. The extent of the reduction depends on tree-species and species-typical form and shall be 20 percent as a maximum. Tree top maintenance as specified in paragraph 10 is included. Elevating platform (up to approximately 30 meter working height) and shredder is required for work performance. Shred twigs and branches and remove as trash. After work completion the treetop has a species-typical form. The treetop is shortened in height and side expansion according to safety requirements and tree environment. The measures of treetop maintenance are performed. All clippings are removed. Working areas and transport ways are clean (surfaced areas swept-clean).

13. TREE CUTTING INCLUDING TREE-STUMP REMOVAL

The trees to be cut are usually located next to buildings, streets, parking areas, tree groups and appurtenances. The existing tree population must not be damaged during work performance, and property shall not be damaged, see paragraph 9 Part I of the Performance Work Statement. These conditions require additional efforts that must be included in the offer. Block and secure the work sites before work start. Inspect the blocking material daily, maintain it, and remove it after work completion. Remove aluminum tree-tag and hand it over to the COR. Perform

tree-cutting in accordance with safety precautions of the trade association. Cut branches in pieces before cutting the tree-trunk. Elevating platform (up to approximately 30 meter working height), cable winch, and shredder are required for work performance. Cut tree trunks in transportable length, load and remove as trash. Shred twigs and branches and remove as trash. Completely remove tree-stump down to its bottom with a stump-drilling machine. Remove tree-roots that are visible at the surface up to a minimum of 30 centimeter below ground level. Completely remove wooden parts. Fill the area with native soil, adjust soil to the area, compact, level, prepare the soil for seeding, and seed. The minimum thickness of the native soil layer shall be 30 centimeter. Delivery of topsoil and grass seed is included. Clean surfaced areas that are soiled during work performance (swept-clean). The tree-trunk diameter shall be measured at a height of 1 meter above ground level. After tree cutting the existing tree population is undamaged. Damages are repaired by the contractor free of charge. The blocking material is removed. Tree-trunks, branches, twigs and tree-stumps are removed as trash. The area of the removed tree-stump and the tree-roots is filled with topsoil. The topsoil is adjusted to the terrain, even and seeded. The minimum thickness of the topsoil layer is 30 centimeter. Vehicle tracks on grounds caused during work performance are leveled out and seeded. Working areas and transport ways are clean (surfaced areas swept-clean).

14. TREE-STUMP REMOVAL

Block and secure the work sites before work start. Inspect the blocking material daily, maintain it, and remove it after work completion. Remove wild-growing shoots. Completely remove tree-stump down to its bottom with a stump-drilling machine. The diameter of the tree-stump includes the tree-roots that are visible at the surface. Remove tree-roots that are visible at the surface up to a minimum of 30 centimeter below ground level. Completely remove the wooden parts. Fill the area with topsoil. The minimum thickness of the native soil layer shall be 30 centimeter. Adjust the soil to the terrain, compact, level, and prepare the soil for seeding. Seed the area with grass seed. Clean surfaced areas that are soiled during work performance. After work completion wild-growing shoots, wooden parts of the removed tree-stumps and tree-roots and blocking material is removed. The working area is filled with topsoil. The topsoil is adjusted to the terrain, even and seeded. The minimum thickness of the topsoil layer is 30 centimeter. Vehicle tracks on grounds caused during work performance are leveled out and seeded. Working areas and transport ways are clean (surfaced areas swept-clean).

15. CONTRACTOR MANPOWER REPORTING:

The Contractor shall report all Contractor manpower (to include subcontractor manpower) employed for the performance of this contract. The Contractor shall complete all required fields in the reporting system using the web address: <https://contractormanpower.army.pentagon.mil/>. The requiring activity will assist the Contractor with the reporting requirement as necessary. The Contractor may enter reports at any time during the reporting period, which is defined as the contract's period of performance not to exceed 12 months ending 30 September of each Government fiscal year. Reporting must be completed no later than 31 Oct following the fiscal year during which the contract is in place. Reporting must be completed for every year or part of a year for which the contract is in place. Failure to comply with this reporting requirement will result in contract termination.

Courtesy translation / Gefälligkeitsübersetzung:

ANHANG # I

ARBEITSBESCHREIBUNG

TEIL I: ALLGEMEINE VERTRAGSBEDINGUNGEN

1. ALLGEMEINE BESCHREIBUNG

Dieser Vertrag beinhaltet Grünflächenpflege im Bereich Leighton Barracks, US-Armee Krankenhaus, und Skyline Wohnsiedlung in Würzburg. Die Liegenschaften gehören zur US-Armee Garnison Schweinfurt.

2. QUALIFIKATIONEN

Der Auftragnehmer ist eine Fachfirma des Garten- und Landschaftsbaues mit einer Landschaftspflegeabteilung. Der Auftragnehmer muß im Handelsregister eingetragen sein und mindestens eine Person mit „Gärtner-Meisterbrief“ beschäftigen. Für Grünflächenpflege bestimmt der Auftragnehmer einen qualifizierten und ausgebildeten Vorarbeiter, der die Vollmacht besitzt als Vertreter des Unternehmers zu handeln. Für Baumpflege legt zumindest der Vorarbeiter eine Bescheinigung über die Ausbildung als Fachagrarwirt Baumpflege oder „European Tree Worker“ gemäß den Zusätzlichen Technischen Vertragsbedingungen und Richtlinien für Baumpflege (ZTV-Baumpflege) vor. Der Auftragnehmer legt dem Vertragsoffizier die Qualifikationsnachweise vor der Vertragsvergabe vor. Der Auftragnehmer teilt dem COR die Namen der Vorarbeiter schriftlich mit.

3. VERTRAGSMANAGER

Der Auftragnehmer ernennt einen Vertragsmanager und einen Vertragsmanagerstellvertreter, der für die gesamte Vertragsverwaltung verantwortlich ist. Der Auftragnehmer teilt dem COR den Namen des Vertragsmanagers und den Namen des Vertragsmanagerstellvertreters, der den Vertragsmanager bei Abwesenheit vertritt, schriftlich mit. Der Vertragsmanager und der Vertragsmanagerstellvertreter haben die volle Befugnis, in allen Vertragsangelegenheiten für den Auftragnehmer zu handeln. Der Vertragsmanager oder der Vertragsmanagerstellvertreter soll an Werktagen zwischen 07.30 und 16.00 Uhr für den COR telefonisch erreichbar sein. Der Vertragsmanager und der Vertragsmanagerstellvertreter müssen die englische Sprache lesen, schreiben, sprechen und verstehen.

4. DEFINITIONEN

COR:	Vertragsoffizierstellvertreter.
Als Schutt abfahren:	Das Material wird Eigentum des Auftragnehmers und ist ohne Mehrkosten für die US-Regierung gemäß den deutschen Gesetzen der Wiederverwertung zuzuführen oder zu beseitigen.
Abfälle aller Art:	Laub, Papier, Karton, Steine, Gras, Unkraut, Früchte, Holz, Äste (einschließlich Äste, die durch Sturmeinwirkung auf dem Boden liegen), Wurzelstöcke, Baumstümpfe, Dosen, Flaschen, Glas, Plastik, Stacheldraht, und so weiter.
Schnittgut aller Art:	Büsche, Hecken, Sträucher, Bodendecker, Grasschnitt, Äste, und so weiter.
Befestigte Flächen:	Straßen, Pflasterzeilen, Randsteine, Gehwege, Parkplätze, Rasengittersteine, Mülltonnenstellflächen und Spielfelder befestigt mit Asphalt, Beton, Verbundsteinen, Kopfsteinpflaster, Holz und Kunststoff.
Zubehör:	Bäume, Büsche, Hecken, Sträucher, Bodendecker, Schilder, Pfosten, Lichtmasten, Pflanztröge, Sitzbänke, Tische, Grillplätze, Betonpoller, Zäune, Tore, Türen, Spielplätze und -geräte, Müllcontainer, Abfalleimer, Aschenbecher, Fahrradständer, Treppen, transportable Betonelemente, Stacheldraht, Leitplanken, Barrieren, Holzabsperrrungen, Natursteinquader, Stahlseilbarrieren, transportable Tribünen, und so weiter.

5. ARBEITSUMFANG

Der Auftragnehmer stellt Arbeitskräfte, Geräte, Werkzeuge, Material und alle sonstigen Leistungen, die zur Ausführung der in diesem Leistungsverzeichnis beschriebenen Arbeiten erforderlich sind, bereit und beaufsichtigt seine Arbeitskräfte während der Arbeitsausführung. Der Auftragnehmer führt die Arbeiten nach den Richtlinien dieses Vertrages aus. Das Material und die Geräte, die vom Auftragnehmer eingesetzt werden, müssen in ihrer Art und Güte zweckgeeignet sein. Die zu pflegenden Bereiche bestehen aus vielen unterschiedlich großen Teilflächen. Vor Angebotsabgabe wird eine Ortsbesichtigung empfohlen, um sich von sämtlichen allgemeinen und örtlichen Gegebenheiten, welche Kosten und Arbeitsausführung beeinflussen können, einen Überblick zu verschaffen.

6. ABFALLBESEITIGUNG

Der Auftragnehmer räumt die Baustelle nach jedem Arbeitstag auf. Durch die Vertragsarbeiten anfallendes Schnittgut und Unrat aller Art wird Eigentum des Auftragnehmers und ist als Schutt abzufahren.

7. ARBEITSAUSFÜHRUNG

Die Arbeiten werden von Montag bis Freitag in der Zeit von 07.00 bis 17.00 Uhr außer an deutschen und amerikanischen Feiertagen ausgeführt. Die Arbeiten sind mit dem COR zu koordinieren. Wasser und Strom werden dem Auftragnehmer kostenlos zur Verfügung gestellt. Wasser kann in der Leighton Kaserne in Absprache mit dem COR entnommen werden, ein Rückflußverhinderer ist erforderlich.

8. BAUMPFLEGE

Baumpflegearbeiten sind gemäß den zusätzlichen technischen Vertragsbedingungen und Richtlinien für Baumpflege (ZTV-Baumpflege) durchzuführen. Insbesondere ist auf korrekte Schnittführung zu achten. Der Auftragnehmer repariert Fahrspuren auf Grünflächen, die bei der Arbeitsausführung verursacht wurden. Die Arbeiten sind mit dem COR, der Stadt Würzburg, dem Bundesforstamt und dem Bundesvermögensamt Würzburg abzusprechen. Der Unternehmer legt dem COR eine Liste über tatsächlich ausgeführte Baumpflegearbeiten vor. Die Liste beinhaltet Angaben über Liegenschaft, Baumnummer, Baumart und Art der durchgeführten Maßnahme. Die Daten werden benötigt, um das Baumkataster der US-Armee auf aktuellen Stand zu bringen.

9. SCHÄDEN/SCHADENERSATZFORDERUNGEN

Der Auftragnehmer übernimmt die volle Verantwortung für alle eventuell auftretenden Schäden oder Schadenersatzforderungen, für Personenverletzungen oder Beschädigung von persönlichem Eigentum, welche vom Auftragnehmer oder durch sein Personal während der Ausführung der in diesem Vertrag geforderten Leistungen verursacht werden.

10. MATERIAL, FAHRZEUGE, GERÄTE

Der Auftragnehmer ist für die Wartung und Bereitschaft aller von ihm bereitgestellten Fahrzeuge und Geräte verantwortlich. Alle Fahrzeuge und Geräte müssen mindestens den Anforderungen des TUEV entsprechen und in einsatzfähigem Zustand gehalten werden. Für Beschädigungen an Fahrzeugen und Geräten des Auftragnehmers, die im Zuge der Mäharbeiten auftreten, ist der Unternehmer alleinverantwortlich. Material, Fahrzeuge und Geräte sind so zu lagern bzw. abzustellen, daß Dritte sie nicht beschädigen oder dadurch selbst verletzt werden. Der Auftragnehmer ist allein für die Einhaltung dieser Bestimmungen verantwortlich. Lagerflächen für Material, Fahrzeuge und Geräte stehen auf dem Gelände der US-Armee nicht zur Verfügung.

11. MENGEN- UND MASSANGABEN

Angegebene Mengen und Maße sind geschätzt. Die Überprüfung obliegt dem Auftragnehmer. Die erbrachten Leistungen werden zum Teil nach Aufmaß abgerechnet. Der Auftragnehmer ermittelt die Massen und übergibt dem COR ein nachprüfbares Aufmaß. Der Auftragnehmer hat sämtliche anzuliefernden Materialmengen anhand von Lieferscheinen nachzuweisen.

12. MASSGEBENDE VORSCHRIFTEN

Alle Leistungen sind in Übereinstimmung mit der neuesten Fassung folgender Richtlinien durchzuführen:

- Armeevorschrift 200-3.

- USAREUR Richtlinien für die Grünflächenpflege.
- DIN 18034, Spielplätze und Freiflächen zum Spielen.
- DIN 18300, Erdarbeiten.
- DIN 18320, Allgemeine Technische Vorschriften für Bauleistungen; Landschaftsbauarbeiten.
- DIN 18915, Blatt 1, Landschaftsbau; Bodenarbeiten für vegetationstechnische Zwecke; Bewertung von Böden und Einordnung der Böden in Bodengruppen.
- DIN 18915, Blatt 2, Landschaftsbau; Bodenarbeiten für vegetationstechnische Zwecke; Boden, Bodenverbesserungsmittel, Dünger, Anforderungen.
- DIN 18915, Blatt 3, Landschaftsbau; Bodenarbeiten für vegetationstechnische Zwecke; Bodenbearbeitungsverfahren.
- DIN 18916, Landschaftsbau; Pflanzen und Pflanzarbeiten; Beschaffenheit von Pflanzen, Pflanzverfahren.
- DIN 18917, Landschaftsbau; Rasen; Saatgut, Fertiggras, Herstellen von Rasenflächen.
- DIN 18919, Landschaftsbau; Unterhaltungsarbeiten bei Vegetationsflächen
- DIN 18920, Landschaftsbau; Schutz von Bäumen, Pflanzenbeständen und Vegetationsflächen bei Baumaßnahmen.
- Zusätzliche Technische Vertragsbedingungen und Richtlinien für Baumpflege (ZTV-Baumpflege).
- Unfallverhütungsvorschriften der Berufsgenossenschaften.
- Feuerverhütungsvorschriften.
- Gesetzliche Umweltschutzmaßnahmen.
- Energiesparmaßnahmen.
- Abfallbeseitigungsgesetz.
- Bestimmungen für Wasserschutzgebiete.

13. SCHLÜSSELKONTROLLE

Der Unternehmer muß sicherstellen, daß alle ihm anvertrauten Schlüssel nicht verloren, verlegt und nicht durch unberechtigte Personen benutzt werden. Keine Schlüssel dürfen nachgemacht werden. Der Unternehmer soll Maßnahmen zur Schlüsselkontrolle festhalten. Solche Maßnahmen sollen beinhalten: Die Rückgabe von Schlüsseln, die vom Personal nicht mehr benötigt werden, um in die verschlossenen Bereiche zu gelangen. Der Unternehmer muß den Verlust eines Schlüssels sofort dem COR melden. Falls ein Schlüssel verloren geht oder nachgemacht wird, kann vom Unternehmer verlangt werden, den Schlüssel zu ersetzen und/oder das Schloß auf eigene Kosten auszuwechseln. Dies gilt nicht für Hauptschlüssel. Im Falle des Verlustes eines Hauptschlüssels wird das Schließsystem komplett ersetzt und der Unternehmer hat die Kosten zu tragen. Falls die Regierung Schlüssel und Schlösser durch Verschulden des Unternehmers ersetzen oder erneuern muß, trägt der Unternehmer die Kosten. Der Unternehmer muß sicherstellen, daß die ihm ausgehändigten Schlüssel nicht von einer dritten Person benutzt werden. Der Unternehmer muß sicherstellen, daß seine Angestellten keine Gebäude oder Bereiche für unbefugte Personen öffnen. Nur Personen die ihren Arbeitsplatz erreichen müssen, haben Zugang. Alle Schlüssel, die dem Unternehmer durch die Regierung ausgehändigt wurden, müssen am letzten Tag der Arbeitsausführung im jeweiligen Arbeitsbereich zurückgegeben werden.

TEIL II: ARBEITSBESCHREIBUNG

GRASMÄHEN

Abfälle aller Art von Grasflächen, Gehwegen und Traufpflaster entfernen und als Schutt abfahren. Grasflächen jeder Art auf einheitliche Höhe abmähen. Gesamte Vegetation von Gehweg-Verbundsteinen vor den Gebäuden, vom Traufpflaster um die Gebäude und entlang der Bordsteine der Gehwege, Haupt- und Nebenstraßen einschließlich Parkplätzen entfernen. Gesamtes Schnittgut einschließlich weggeblasenes Material und Abfälle aller Art nach jedem Arbeitstag aufsammeln und als Schutt abfahren. An Zäunen Gras auf beiden Seiten mähen einschließlich dem Bereich zwischen Gelände und Zaununterkante. Zäune beidseitig von Bewuchs freihalten, Mindestbreite 1 Meter auf jeder Seite, Mindesthöhe 4 Meter. Unerwünschtes vorhandenes Buschwerk und unerwünschten Bewuchs aus dem Maschendraht entfernen. Einschließlich Grasmähen in Gräben, an Böschungen, angrenzend an befestigte Flächen und um Zubehör. Bis mindestens 30 Zentimeter Abstand sind die Flächen um Bäume, Hecken, Büsche und Zubehör mit besonderen Geräten (keine Schneidmesser) zu mähen, um Beschädigungen zu verhindern. Nach Beendigung der Mäharbeiten ist die Grashöhe einheitlich und 4 Zentimeter hoch, jedoch während der trockenen Periode 6 Zentimeter. Die Grasflächen, Gehwege, Bordsteine und Traufpflaster sind frei von Vegetation, Schnittgut und Abfälle aller Art. Zäune sind beidseitig frei von unerwünschtem Bewuchs und der Maschendraht ist frei von unerwünschtem Bewuchs. Angrenzende, befestigte Flächen und Transportwege sind besensauber.

LAUB ENTFERNEN

Laub und Abfälle aller Art von Grasflächen, Pflanzflächen, Hecken, Büschen, Spielplätzen, Grillplätzen und befestigten Flächen entfernen. Laub an Zäunen auf beiden Seiten und aus dem Maschendraht entfernen. Einschließlich Grasmähen. Laub, Schnittgut und Abfälle aller Art nach jedem Arbeitstag aufsammeln und als Schutt abfahren. Nach Beendigung des Laubentfernens sind die Grasflächen, Pflanzflächen, Hecken, Büsche, Spielplätze, Grillplätze und befestigte Flächen frei von Laub und Abfällen aller Art. An Zäunen ist das Laub auf beiden Seiten und aus dem Maschendraht entfernt. Die Grashöhe ist einheitlich und 4 Zentimeter hoch. Angrenzende, befestigte Flächen und Transportwege sind besensauber.

PFLANZFLÄCHENPFLEGE

Pflanzflächen und Baumscheiben von Jungbäumen pflegen. Wurzelwerk, vorhandene Stauden, Blumenzwiebeln und Knollen schonen. Gesamtes Unkraut und Abfälle aller Art entfernen. Dauerunkräuter und unerwünschten Bewuchs mit Wurzeln entfernen. Alle Unkräuter und Abfälle aller Art aufsammeln und als Schutt abfahren. Gießmulden erhalten und erforderlichenfalls nachrichten. Pflanzverankerungen und Bindegut überprüfen und instandhalten, gesamte Pflanzverankerung entfernen, wenn nicht mehr notwendig. Rindenmulch liefern und gleichmäßig ohne Fensterbildung auf die bewuchsfreien Zwischenräume in den Pflanzflächen und auf Baumscheiben von Jungbäumen auftragen. Mindestschichtstärke des Rindenmulchs: 5 Zentimeter. Rindenmulchqualität nach Gütezeichen RAL „Rinde für Pflanzenbau“ liefern. Körnung: 10 bis 40 Millimeter. Förderwege und angrenzende, befestigte Flächen reinigen. Die Besonderheiten der unterschiedlichen Entwicklungstufen der Pflanzflächen sind zu beachten, zum Beispiel sind Neuanpflanzungen zu düngen und in Trockenperioden ausreichend zu wässern. Bei Schädlingsbefall, wie zum Beispiel Läuse, Pilzbefall, Mehltau und so weiter, Pflanzen mit biologischen Pflanzenschutzmittel behandeln. Falls erforderlich Behandlung wiederholen bis die Pflanzen frei von Schädlingen sind. Die eingesetzten Pflanzenschutzmittel müssen für die Anwendung auf öffentlichen Grünflächen zugelassen sein. Qualifiziertes Personal wendet die Pflanzenschutzmittel in Übereinstimmung mit dem Pflanzenschutzgesetz und den Anwendungsbestimmungen an. Nach Beendigung der Pflege machen die Pflanzflächen einen vitalen und ansprechenden Eindruck. Die Pflanzflächen sind frei von Unkraut, unerwünschtem Bewuchs, trockenen Pflanzen, trockenen Zweigen und Abfällen aller Art. Vorhandene Pflanzverankerungen und Bindegut sind instandgesetzt oder falls nicht mehr erforderlich entfernt. Die bewuchsfreien Zwischenräume in den Pflanzflächen sind mit Rindenmulch in einer Mindeststärke von 5 Zentimeter abgedeckt. Transportwege und angrenzende befestigte Flächen sind besensauber.

GEHÖLZSCHNITT

Alle Arten von Gehölz (Büsche, Sträucher, Bodendecker, Rosen, und so weiter) artgerecht auslichten und zurückschneiden, daß die Pflanzen ihre Form und Größe beibehalten. Je nach Entwicklungsstadium sind die

Gehölze zu verjüngen, auszulichten oder auf Stock zu setzen. Dauerunkräuter mit Wurzeln ausgraben. Abgestorbene Gehölze entfernen, trockene Äste und Wildtriebe ausschneiden. Zäune beidseitig von Bewuchs freihalten, Mindestbreite 1 Meter auf jeder Seite, Mindesthöhe 4 Meter. Unerwünschten Bewuchs aus Maschendraht entfernen. Gesamte Gehölze auf die Einhaltung des Lichtraumprofils und auf sonstige Auswirkungen und Erfordernisse des Umfelds überprüfen und entsprechend schneiden, falls erforderlich auf Stock setzen. Die Sichtverhältnisse an Fußgängerüberwegen, Kurven, Kreuzungen, Verkehrsschildern, und so weiter müssen einwandfrei sein. Hydranten müssen einwandfrei zugänglich sein. Wildwuchs einschließlich Wurzeln entfernen. Angrenzende, befestigte Flächen von überhängendem Bewuchs freihalten. Bei Bodendeckern erfolgt Kanten- und Flächenschnitt. Gras zwischen den Gehölzen ausmähen. Gesamtes Schnittgut und Abfälle aller Art aufsammeln und als Schutt abfahren. Nach der Schnittmaßnahme sind die Gehölze artgerecht geschnitten und machen einen ordentlichen Eindruck. Die Gehölzflächen sind frei von abgestorbenen Pflanzen, trockenen Ästen und Wildwuchs. Zäune sind beidseitig frei von Bewuchs und Maschendraht ist frei von unerwünschtem Bewuchs. Die Sichtverhältnisse an Fußgängerüberwegen, Kurven, Kreuzungen, Verkehrsschildern und so weiter sind einwandfrei. Hydranten, die in Gehölzflächen stehen, sind einwandfrei zugänglich. An Gehölze angrenzende befestigte Flächen sind frei von überhängende Zweigen. Bodendeckerpflanzen sind nicht höher als 30 Zentimeter. Die Grashöhe zwischen den Gehölzen ist einheitlich und 4 Zentimeter hoch. Die Gehölzflächen sind frei von Schnittgut und Abfällen aller Art. Angrenzende befestigte Flächen und Transportwege sind besensauber.

HECKENSCHNITT

Hecken an allen Seiten und an der Krone zurückschneiden, damit sie ihre normale Form und Größe beibehalten. Die Schnitthecken sollen an der Krone schmaler sein als an der Basis, damit sie später infolge von Lichtmangel nicht von unten her verkahlen. Die Heckenwände sollen eine Neigung von 5 bis 10 Prozent aufweisen. Nur bei Gehölzen mit geringem Lichtbedarf (zum Beispiel Hainbuche) ist auch ein senkrechtes Schnittprofil möglich. Wildwuchs einschließlich Wurzeln entfernen. Gesamtes Schnittgut und Unrat aller Art aufsammeln und als Schutt abfahren. Nach der Schnittmaßnahme machen die Hecken einen ordentlichen Eindruck. Die Hecken sind an allen Seiten und an der Krone geschnitten. Die Heckenwände weisen eine Neigung von 5 bis 10 Prozent auf. Die Hecken sind frei von Wildwuchs, Schnittgut und Abfällen aller Art. Angrenzende befestigte Flächen und Transportwege sind besensauber.

EROSIONSSCHÄDENREPARATUR

Erosionsschäden, wie wilde Trampelpfade, Fahrzeugspuren, unebene Flächen und so weiter reparieren. Vor Materialauftrag Oberfläche der zu reparierenden Stellen aufrauen, damit eine Verzahnung von neuem Material mit vorhandenem Material erreicht wird. Mutterboden liefern, dem Gelände anpassen, einebnen, zur Ansaat vorbereiten und ansäen. Qualitätsregenerationssaatgut „Regelsaatgutmischung RSM 2.1. – Gebrauchsrasen – Standard“ verwenden. Saatgutmenge: 30 Gramm pro Quadratmeter. Rasensamen einharken und Saatflächen mit einer Walze andrücken. Angrenzende Grünflächen, angrenzende befestigte Flächen und Transportwege säubern. Nach Arbeitsende sind die Erosionsschäden durch Auftragen von Mutterboden beseitigt. Der Mutterboden ist dem Gelände angepaßt, eben und angesät. Angrenzende Grünflächen, angrenzende befestigte Flächen und Transportwege sind sauber (befestigte Flächen besensauber).

JUNGBAUMPFLEGE

Jungbaum pflegen (Hochstamm). Baumscheibe auflockern, Durchmesser 1 Meter. Unkraut und Abfälle aller Art entfernen. Baumdünger auftragen, 60 bis 100 Gramm pro Zentimeter Stammdurchmesser. Nährstoffverhältnis: 9 Prozent Stickstoff, 5 Prozent Phosphor, 20 Prozent Kalium, 4 Prozent Magnesium. Gießrand anlegen und instandhalten. Baumscheibe mit Rindenmulch abdecken, Mindeststärke 10 Zentimeter. Stamm- und Stockaustriebe entfernen. Erziehungs- und Aufbauschritt durchführen. Konkurrenztriebe, insbesondere Zwiesel zurücksetzen oder entfernen. Leittrieb erforderlichenfalls stäben. Wildtriebe und Totholz entfernen. Unkraut, Schnittgut und Abfälle aller Art aufsammeln und als Schutt abfahren. Wundbehandlung wie erforderlich durchführen. Pflanzverankerung bestehend aus Holzpfosten, Zopfstricken und Drahtthosen gegen Wildverbiß oder Baumverankerungssatz bestehend aus Erdanker, Drahtseil, Spannschrauben, Rindenschützer und Drahtseilklemmen instandhalten oder ersetzen. Zopfstricke mit Gurtband ersetzen. Drahtthosen mit Baumspiralen ersetzen. Gesamte Pflanzverankerung oder Baumverankerungssatz entfernen, wenn nicht mehr benötigt. Nach der Pflege ist die Baumscheibe frei von Unkraut und Abfällen aller Art. Der Gießrand ist instandgesetzt und die Baumscheibe ist mit mindestens 10 Zentimeter Rindenmulch abgedeckt. Der Jungbaum ist frei von Stamm- und Stockaustrieben, die

Baumkrone ist frei von Konkurrenztrieben, Wildtrieben und Totholz. Die Pflanzverankerung oder der Baumverankerungssatz ist intakt oder entfernt, wenn nicht mehr benötigt. Unkraut, Schnittgut und Abfälle aller Art sind als Schutt abgefahren.

LICHTRAUMPROFILSCHNITT

Zur Erhaltung oder Herstellung des erforderlichen lichten Raumes Äste einkürzen oder absägen. Starkäste nur im notwendigen Maße einkürzen und nur in begründeten Einzelfällen vollständig entfernen. Stamm- und Stockastriebe entfernen. Hebebühne (bis ungefähr 12 Meter Arbeitshöhe) und Häcksler sind zur Arbeitsausführung erforderlich. Schnittgut häckseln und als Schutt abfahren. Nach Arbeitsende ist der lichte Raum an Gehwegen mindestens 2,5 Meter, an Straßen und Bahngleisen mindestens 5 Meter und im Bereich von Außenleuchten ist der Lichtkegel freigeschnitten. Der Baum ist frei von Stamm- und Stockastrieben. Das gesamte Schnittgut ist entfernt, Arbeitsbereiche und Transportwege sind sauber (befestigte Flächen besensauber).

TOTHOLZBESEITIGUNG

Tote und gebrochene Äste ab Schwachaststärke abschneiden. Wundbehandlungsstoffe dürfen nicht aufgetragen werden. Stamm- und Stockastriebe entfernen. Lichtraumprofilschnitt ist beinhaltet. Hebebühne (bis ungefähr 30 Meter Arbeitshöhe) und Häcksler sind zur Arbeitsausführung erforderlich. Schnittgut häckseln und als Schutt abfahren. Nach Arbeitsende ist der Baum frei von toten Ästen, gebrochenen Ästen und Stamm- und Stockastrieben. Der lichte Raum ist einwandfrei. Das gesamte Schnittgut ist entfernt. Arbeitsbereiche und Transportwege sind sauber (befestigte Flächen besensauber).

KRONENPFLEGE

Unerwünschten Entwicklungen in der Krone (zum Beispiel Überlängen von Ästen, Zwieselbildung) ist durch Schnittmaßnahmen, überwiegend im Fein- und Schwachastbereich bis 5 Zentimeter Durchmesser, vorzubeugen. Krone in natürlicher Form erhalten. Tote, kranke, absterbende, sich kreuzende oder reibende Zweige und Äste abschneiden, Aststummel entfernen, ebenso Äste, deren Tragfähigkeit nicht mehr gewährleistet ist. Zu weit ausladende Äste einkürzen. Stamm- und Stockastriebe entfernen. Baum auf die Einhaltung des Lichtraumprofils und auf sonstige Auswirkungen und Erfordernisse des Baumumfeldes überprüfen und entsprechend schneiden. Hebebühne (bis ungefähr 30 Meter Arbeitshöhe) und Häcksler sind zur Arbeitsausführung erforderlich. Schnittgut häckseln und als Schutt abfahren. Nach Arbeitsende ist die Baumkrone in natürlicher Form erhalten. Der Baum ist frei von toten, kranken, absterbenden, sich kreuzenden oder reibenden Zweigen und Ästen, Aststummeln und Ästen, deren Tragfähigkeit nicht mehr gewährleistet war. Zu weit ausladende Äste sind eingekürzt, Stamm- und Stockastriebe sind entfernt. Der lichte Raum ist einwandfrei. Das gesamte Schnittgut ist entfernt. Arbeitsbereiche und Transportwege sind sauber (befestigte Flächen besensauber).

KRONENAUSLICHTUNG

Kronenauslichtung aus statischen Gründen ausführen. Auslichtungsmaßnahme nach dem Umfang des zu entfernenden Fein- und Schwachastanteils von 5 bis 15 Prozent. Zu dicht stehende Äste unter Beibehaltung des Kronenmantels abschneiden, überzählige Wasserreiser ausdünnen. Kronenpflege ist beinhaltet. Der Habitus des Baumes darf nicht verändert werden. Hebebühne (bis ungefähr 30 Meter Arbeitshöhe) und Häcksler sind zur Arbeitsausführung erforderlich. Schnittgut häckseln und als Schutt abfahren. Nach Arbeitsende ist der Habitus des Baumes unverändert. Zu dicht stehende Äste sind unter Beibehaltung des Kronenmantels abgeschnitten, überzählige Wasserreißer entfernt. Die Maßnahmen der Kronenpflege sind ausgeführt. Das gesamte Schnittgut ist entfernt. Arbeitsbereiche und Transportwege sind sauber (befestigte Flächen besensauber).

KRONENEINKÜRZUNG

Gesamte Krone in Höhe und seitlicher Ausdehnung entsprechend den Erfordernissen der Verkehrssicherheit und des Baumumfeldes einkürzen. Die verbleibende Krone soll einen arttypischen Habitus behalten beziehungsweise wieder entwickeln können. Der Umfang der Einkürzung ist abhängig von Baumart und Habitus und soll höchstens 20 Prozent betragen. Kronenpflege ist beinhaltet. Hebebühne (bis ungefähr 30 Meter Arbeitshöhe) und Häcksler sind zur Arbeitsausführung erforderlich. Zweige und Äste häckseln und als Schutt abfahren. Nach Arbeitsende hat die Baumkrone einen arttypischen Habitus. Die Baumkrone ist in Höhe und seitlicher Ausdehnung entsprechend den Erfordernissen der Verkehrssicherheit und des Baumumfeldes eingekürzt. Die Maßnahmen der Kronenpflege

sind ausgeführt. Das gesamte Schnittgut ist entfernt. Arbeitsbereiche und Transportwege sind sauber (befestigte Flächen besensauber).

BAUMFÄLLUNG EINSCHLIESSLICH BAUMSTUMPFENTFERNUNG

Die zu fällenden Bäume, befinden sich in der Regel in unmittelbarer Nähe von Gebäuden, Strassen, Parkflächen, Baumgruppen und Zubehör. Der bestehende Baumbestand darf bei der Arbeitsausführung nicht beschädigt werden. Diese Verhältnisse erfordern Mehraufwendungen, die im Angebot zu berücksichtigen sind. Die Arbeitsbereiche sind vor Arbeitsbeginn abzusperren und zu sichern. Absperrmaterial täglich kontrollieren, instandhalten und nach Beendigung der Arbeiten entfernen. Aluminium-Baumplakette entfernen und dem COR übergeben.

Baumfällarbeiten unter Beachtung der Unfallverhütungsvorschriften durchführen. Äste in Stücke zersägen bevor die Baumstämme gefällt werden. Hebebühne (bis ungefähr 30 Meter Arbeitshöhe), Seilwinde und Häcksler sind zur Arbeitsausführung erforderlich. Stämme in transportgerechte Längen zersägen, laden und als Schutt abfahren. Zweige und Äste häckseln und als Schutt abfahren. Gesamten Baumstumpf mit Stubbenbohrgerät bis zur Baumstumpfunterkante zerspanen. Baumwurzeln bis zu einer Mindestdtiefe von 30 Zentimeter entfernen. Holzteile vollständig entfernen. Bereich mit Mutterboden auffüllen. Mutterboden dem Gelände anpassen, verdichten, einebnen, zur Ansaat vorbereiten und ansäen. Mindestdstärke der Mutterbodenschicht 30 Zentimeter. Einschließlich Lieferung von Mutterboden und Saatgut. Durch Arbeitsausführung verunreinigte befestigte Flächen reinigen (besensauber). Der Stammdurchmesser wird in 1 Meter Höhe vom Boden gemessen. Nach der Baumfällung ist der bestehende Baumbestand unbeschädigt. Schäden sind durch den Auftragnehmer kostenlos beseitigt. Das Absperrmaterial ist entfernt. Baumstämme, Äste, Zweige und Baumstümpfe sind als Schutt abgefahren. Der Bereich des entfernten Baumstumpfes und der Baumwurzeln ist mit Mutterboden aufgefüllt. Der Mutterboden ist dem Gelände angepasst, eben und angesät. Die Mindestdstärke der Mutterbodenschicht ist 30 Zentimeter. Bei der Arbeitsausführung verursachte Fahrspuren auf Grünflächen sind eingeebnet und angesät. Arbeitsbereiche und Transportwege sind sauber (befestigte Flächen besensauber).

BAUMSTUMPFENTFERNUNG

Arbeitsbereiche vor Arbeitsbeginn absperren und sichern. Absperrmaterial täglich kontrollieren, instandhalten und nach Beendigung der Arbeiten entfernen. Wildtriebe entfernen. Gesamten Baumstumpf mit Stubbenbohrgerät bis zur Baumstumpf-Unterseite zerspanen. Der Baumstumpfdurchmesser beinhaltet oberirdisch sichtbare Baumwurzeln. Baumwurzeln bis zu einer Mindestdtiefe von 30 Zentimeter zerspanen. Holzteile vollständig entfernen. Bereich mit Mutterboden auffüllen. Mindestdstärke der Mutterbodenschicht 30 Zentimeter. Mutterboden dem Gelände anpassen, verdichten, einebnen und zur Ansaat vorbereiten. Bereich mit Grassamen ansäen. Durch die Arbeitsausführung verunreinigte befestigte Flächen reinigen. Nach der Arbeitsausführung sind Wildtriebe, Holzteile der zerspannten Baumstümpfe und Baumwurzeln und Absperrmaterial entfernt. Der Arbeitsbereich ist mit Mutterboden aufgefüllt. Der Mutterboden ist dem Gelände angepasst, eben und angesät. Die Mindestdstärke der Mutterbodenschicht ist 30 Zentimeter. Bei der Arbeitsausführung verursachte Fahrspuren auf Grünflächen sind eingeebnet und angesät. Arbeitsbereiche und Transportwege sind sauber (befestigte Flächen besensauber).

ATTACHMENT # II

Rate of Work

For the IDT portion, the contractor shall commence work within five working days after the date the task order is issued.

For the Firm Fixed Price portion, the performance schedule will be coordinated with and approved by the COR.

The services shall be performed within the performance period stated on each task order issued against the contract, and the contractor shall be obligated to perform started work on consecutive working days.

The contractor must complete services in accordance with the following time frames

- | | | |
|----|--|----------------------|
| a. | Grass cutting: | Ten (10) workdays |
| b. | Leaf removal: | Five (5) workdays |
| c. | Planting area maintenance: | Ten (10) workdays |
| d. | Shrubbery trimming: | Ten (10) workdays |
| e. | Hedge trimming: | Five (5) workdays |
| f. | Erosion damage repair: | Three (3) workdays |
| g. | Young tree maintenance: | Five (5) workdays |
| h. | Tree trimming
Removal of dead tree branches
Treetop maintenance
Treetop thinning
Treetop reduction | Twenty (20) workdays |
| i. | Tree cutting including tree-stump removal: | Five (5) workdays |
| j. | Tree-stump removal: | Five (5) workdays |

Any deficiency found by the COR shall be corrected within the following two consecutive working days.

ATTACHMENT # III**Performance Requirement Summary (PRS)**

1. The purpose of this attachment is to:
 - a. List the contract requirements (performance objectives).
 - b. Define the performance standard.
 - c. Show the Acceptable Quality Level (AQL) for each listed service. The AQL is defined as maximum percent of deficiencies allowed for satisfactory performance, wherein performance will still be considered satisfactory.
 - d. Explain the performance assessment methods the Government will use to evaluate the Contractor's performance in accordance with the contract requirements.
2. The criteria for acceptable and unacceptable performance is as follows:
 - a. Services checked by the 100 percent inspection method shall be performed without deviations.
 - b. Periodic sampling shall be performed at an Acceptable Quality Level of 5 percent.
 - c. Customer complaints will be verified by the COR.
 - d. The COR will inform the contractor of defective performances and request the contractor to re-perform the services until the problem has been eliminated.
3. Payment will be adjusted for unacceptable performance using the following methods:
 - a. The contractor's performance will be compared to contract standards and AQLs using the Government performance assessment plan.
 - b. If the performance of any service is unacceptable, and re-performance of the service was not possible, an amount pro-rated from the service schedule will be deducted. For example a square meter area of a service was not fully completed, the unit price for that service is divided by the total square meters of that area and then multiplied by the square meters of the particular area which was not completed, to calculate the amount to be deducted.
 - c. The rights of the Government and remedies described in this section are in addition to all other rights and remedies set forth in this contract. The contractor shall not be relieved of full performance of the services hereunder and may be terminated for cause based upon inadequate performance of service even if a deduction was previously taken for inadequate performance.

Performance Objective	Max. Allowable Degree of Deviation from Requirement (AQL)	Performance Assessment Methods
Grass cutting	In accordance with the service schedule and the PWS AQL: 5 percent	Periodic sampling and customer complaints
Leaf removal	In accordance with the service	Periodic sampling and customer

	schedule and the PWS AQL: 5 percent	complaints
Planting area maintenance	In accordance with the service schedule and the PWS AQL: 0 percent	100 percent inspection and customer feedback
Shrubbery trimming	In accordance with the service schedule and the PWS AQL: 0 percent	100 percent inspection and customer feedback
Hedge trimming	In accordance with the service schedule and the PWS AQL: 0 percent	100 percent inspection and customer feedback
Erosion damages repair	In accordance with the service schedule and the PWS AQL: 0 percent	100 percent inspection and customer feedback
Young tree maintenance	In accordance with the service schedule and the PWS AQL: 5 percent	Periodic sampling and customer complaints
Tree trimming to provide clear space	In accordance with the service schedule and the PWS AQL: 5 percent	Periodic sampling and customer complaints
Removal of dead tree branches	In accordance with the service schedule and the PWS AQL: 5 percent	Periodic sampling and customer complaints
Treetop maintenance	In accordance with the service schedule and the PWS AQL: 5 percent	Periodic sampling and customer complaints
Treetop thinning	In accordance with the service schedule and the PWS AQL: 5 percent	Periodic sampling and customer complaints
Treetop reduction	In accordance with the service schedule and the PWS AQL: 5 percent	Periodic sampling and customer complaints
Tree cutting including tree-stump removal	In accordance with the service schedule and the PWS AQL: 0 percent	100 percent inspection and customer complaints
Tree-stump removal	In accordance with the service schedule and the PWS AQL: 0 percent	100 percent inspection and customer complaints

TECHNICAL EXHIBIT # 1***Grass cutting (10 services per mowing season)***Position LocationEst. sqm.**OMA**

1. **Flat areas**
- 1.1. Leighton Barracks

109,800

1.2. US-Army Hospital 13,500

Total: 123,300
1,233,00
x 10 services: 0

2. **Slopes**
2.1. Leighton Barracks 35,200
2.2. US-Army Hospital 3,000

Total: 38,200
x 10 services: 382,000

AFH

3. **Flat areas**
3.1. Skyline Housing Area 224,910
2,249,10
x 10 services: 0

4. **Slopes**
4.1. Skyline Housing Area 8,920
x 10 services: 89,200

TECHNICAL EXHIBIT # 2

Leaf removal (3 services per year)

<u>Position</u>	<u>Location</u>	<u>Est.</u> <u>sqm.</u>
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OMA

1.	Leighton Barracks	152,50
2.	US-Army Hospital	18,900

Total: 171,40
0
514,20
x 3 services: 0

AFH

3.	Skyline Housing Area	22,500
x 3 services:		67,500

TECHNICAL EXHIBIT # 3***Planting area maintenance (3 services per year)***

<u>Pos.</u>	<u>Location</u>	<u>Est. sqm.</u>
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OMA

1.	Leighton Barracks	7,500
2.	US-Army Hospital	1,650
Total:		9,150
x 3 services:		27,450

AFH

3.	Skyline Housing Area	1,100
x 3 services:		3,300

TECHNICAL EXHIBIT # 4***Shrubbery and hedge trimming (2 services per year)***

<u>Pos.</u>	<u>Location</u>	<u>Trim shrubbery (est. sqm.)</u>	<u>Hedge trimming (est. linear meter)</u>
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OMA

1.	Leighton Barracks	12,400	3,310
2.	US-Army Hospital	2,400	
Total:		14,800	3,310
x 2 services:		29,600	6,620

AFH			
3.	Skyline Housing Area	1,500	620
x 2 services:		3,000	1,240